

## **Exhibit A**

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 16 REACH MEDIA GROUP, LLC

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15 UNITED STATES DISTRICT COURT  
 16 NORTHERN DISTRICT OF CALIFORNIA  
 17 SAN JOSE DIVISION

18 DAVID TRINDADE, individually and on  
 19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 REACH MEDIA GROUP, LLC, a  
 23 Delaware limited liability company,

24 Defendant.

25 CASE NO 5:12-CV-04759 (PSG)

26 (Complaint Filed: September 12, 2012)

27 **CLASS ACTION**

28 **STIPULATION TO EXTEND TIME  
 FOR SERVICE OF THIRD-PARTY  
 COMPLAINT ON THIRD-PARTY  
 DEFENDANT EAGLE WEB ASSETS INC.**

Judge: Honorable Paul Singh Grewal

Department: Courtroom 5

Complaint Filed: Sept. 12, 2012

Third-Party Complaint Filed: Nov. 15, 2012

REACH MEDIA GROUP, LLC, a  
 Delaware limited liability company,

Third-Party Plaintiff,

v.

RYAN LENAHAN, individually, KYLE  
 DANNA, individually, and EAGLE WEB  
 ASSETS INC., a corporation,

Third-Party Defendants.

1 Plaintiff David Trindade (“Plaintiff”), Defendant and Third-Party Plaintiff Reach Media  
 2 Group, LLC (“RMG”), and Third-Party Defendants Ryan Lenahan (“Lenahan”) and Kyle Danna  
 3 (“Danna”) (collectively, the “Parties”), stipulate and agree as follows:

4 WHEREAS:

5 A. RMG filed a Third-Party Complaint in this matter on November 15, 2012 against  
 6 Third-Party Defendants Ryan Lenahan (“Lenahan”), Kyle Danna (“Danna”), and  
 7 Eagle Web Assets, Inc. (“EWA”) (Dkt. #22.) The Third-Party Complaint states five  
 8 counts: (1) Breach of Warranty Against All Third-Party Defendants; (2) Breach of  
 9 Contract Against All Third-Party Defendants; (3) Libel Per Se Against Third-Party  
 10 Defendants Lenahan and EWA; (4) Tortious Interference With Contractual Relations  
 11 Against Third-Party Defendant Lenahan; and (5) Tortious Interference With  
 12 Prospective Economic Advantage Against Third-Party Defendant Lenahan.

13 B. RMG completed timely service of process on Lenahan and Danna.

14 C. During the Initial Case Management Conference in this matter on January 8, 2013,  
 15 counsel appearing on behalf of RMG, Vishali Singal, Esq., informed this Court that as  
 16 of January 8, 2013, RMG had encountered difficulty serving EWA with the Third-  
 17 Party Complaint. Ms. Singal further informed this Court that RMG likely required an  
 18 additional month to effectuate service on EWA of the Third-Party Complaint.

19 D. Subsequently, during the Initial Case Management Conference, this Court set a 30-day  
 20 deadline for RMG to serve EWA with the Third-Party Complaint, reflected in the  
 21 Civil Minute Order of the same date. (Dkt. #37.) That deadline corresponds with the  
 22 date February 7, 2013.

23 E. On January 11, 2013, RMG was electronically served through this Court’s Electronic  
 24 Case Filing system with Lenahan’s and Danna’s Third-Party Defendants’ Notice of  
 25 Motion and Motion to Strike And/Or Dismiss Third-Party Complaint and  
 26 Memorandum of Points and Authorities In Support Thereof (“Motion”). (Dkt. #38.)  
 27 The Notice of Motion to Strike And/Or Dismiss Third-Party Complaint (“Notice of  
 28 Motion”) specified a hearing date of February 26, 2013. (Dkt. #38.)

1 F. The Motion argues, among other things, that RMG has not stated a proper third-party  
 2 claim as to Lenahan and Danna and that RMG has failed to state claims for Breach of  
 3 Warranty and Breach of Contract (See Motion, pp. 6-7.)

4 G. On January 25, 2013, this Court reset the February 26, 2013 hearing on the Motion to  
 5 March 12, 2013. (Dkt. #45.)

6 H. Pursuant to Federal Rule of Civil Procedure 4(m), RMG has a 120-day period within  
 7 which to serve EWA with the Third-Party Complaint from the date it was filed. This  
 8 deadline corresponds with March 15, 2013, three days after the Court's hearing on the  
 9 Motion.

10 I. Because the Third-Party Complaint asserts common allegations and two causes of  
 11 action, Breach of Warranty and Breach of Contract, as to Lenahan, Danna, and EWA,  
 12 and because those allegations and causes of action are the subject of Lenahan's and  
 13 Danna's Motion set for hearing on March 12, 2013, RMG seeks to await the outcome  
 14 of the Motion in determining how it affects the content of the Third-Party Complaint  
 15 as to EWA and the decision to proceed against EWA.

16 J. RMG's request, pursuant to Federal Rule of Civil Procedure 6(b), for a 14-day  
 17 extension of time to serve EWA with the Third-Party Complaint or, in its discretion,  
 18 an amended Third-Party Complaint from the date this Court issues its order on the  
 19 Motion is the third time RMG has requested a change to any event previously  
 20 scheduled by this Court. Previously, (1) on October 4, 2012, RMG and Plaintiff  
 21 requested a continuance of the Initial Case Management Conference and all  
 22 corresponding deadlines (Dkt. #7), which this Court granted on October 12, 2012  
 23 (Dkt. #9) and (2) on December 4, 2012, RMG and Plaintiff requested a continuance of  
 24 the Initial Case Management Conference (Dkt. #25), which this Court granted on  
 25 December 7, 2012 (Dkt. #26.)

26 NOW, THEREFORE, the Parties, by and through their respective counsel, stipulate and  
 27 agree as follows:

28 Good cause appearing therefore and subject to the approval of the Court, RMG's deadline

1 to serve Eagle Web Assets Inc. with the Third-Party Complaint or an amended Third-Party  
2 Complaint is extended to 14 days from the date this Court issues its order on Lenahan's and  
3 Danna's Motion to Strike And/Or Dismiss Third-Party Complaint (Dkt. #38), or such other date  
4 and time thereafter as the Court shall order.

5 IT IS SO STIPULATED.

6 Dated: February 5, 2013  
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8 DLA PIPER LLP (US)

9 By: /s/ Vishali Singal  
10 ERIN JANE ILLMAN  
VISHALI SINGAL  
11 Attorneys for Defendant and Third-Party  
Plaintiff  
12 REACH MEDIA GROUP, LLC

13 Dated: February 5, 2013  
14

15 EDELSON MC GUIRE LLC

16 By: /s/ Benjamin H. Richman  
17 BENJAMIN H. RICHMAN  
18 Attorneys for Plaintiff  
DAVID TRINDADE

19 Dated: February 5, 2013  
20

21 KRONENBERGER ROSENFIELD, LLP

22 By: /s/ Virginia A. Sanderson  
23 VIRGINIA A. SANDERSON  
24 Attorneys for Third-Party Defendant Ryan  
Lenahan and for Specially Appearing Third-  
Party Defendant Kyle Danna  
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1 I, Vishali Singal, am the ECF user whose identification and password are being used to  
2 file the foregoing STIPULATION TO EXTEND TIME FOR SERVICE OF THIRD-PARTY  
3 COMPLAINT ON THIRD-PARTY DEFENDANT EAGLE WEB ASSETS INC. In compliance  
4 with General Order 45, X.B., I hereby attest that the above-referenced signatories to this  
5 stipulation have concurred in this filing.

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